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10 **UNITED STATES DISTRICT COURT**  
11 **DISTRICT OF NEVADA**

12 UNITED STATES OF AMERICA, )

13 Plaintiff, )

14 v. )

3:12-CV-214-LRH-(VPC)

15 \$65,381.00 IN UNITED STATES CURRENCY, )

16 Defendant. )

17 **SETTLEMENT AGREEMENT, STIPULATION FOR ENTRY OF JUDGMENT OF**  
18 **FORFEITURE AS TO ROBERT GORDON LIPSTREU, JR., AND ORDER**

19 The United States of America, by and through Daniel G. Bogden, United States Attorney for  
20 the District of Nevada, and Michael A. Humphreys, Assistant United States Attorney, and ROBERT  
21 GORDON LIPSTREU, JR., and his counsel, Tammy M. Riggs, stipulate as follows:

22 1. This case is a civil forfeiture action seeking to forfeit \$65,381.00 in United States Currency  
23 under Title 21, United States Code, Section 881(a)(6).

24 2. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to the  
25 abandonment, the civil administrative forfeiture, the civil judicial forfeiture, or the criminal forfeiture  
26 concerning the \$65,381.00 in United States Currency.

1           3. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to abandon or to  
2     forfeit the \$65,381.00 in United States Currency to the United States.

3           4. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to relinquish all  
4     right, title, and interest in the \$65,381.00 in United States Currency.

5           5. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to waive his right  
6     to any abandonment proceedings, any civil administrative forfeiture proceedings, any civil judicial  
7     forfeiture proceedings, or any criminal forfeiture proceedings ("proceedings") concerning the  
8     \$65,381.00 in United States Currency.

9           6. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to waive service  
10    of process of any and all documents filed in this action or any proceedings concerning the \$65,381.00  
11    in United States Currency arising from the facts and circumstances of this case.

12          7. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to waive any  
13    further notice to him, his agents, or his attorneys regarding the forfeiture and disposition of the  
14    \$65,381.00 in United States Currency.

15          8. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees not to file any  
16    claim, answer, petition, or other documents in any proceedings concerning the \$65,381.00 in United  
17    States Currency.

18          9. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to withdraw any  
19    claims, answers, counterclaims, petitions, or other documents he filed in any proceedings concerning  
20    the \$65,381.00 in United States Currency.

21          10. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to waive the  
22    statute of limitations, the CAFRA requirements, Fed. R. Crim. P. 32.2(a) and 32.2(b)(3), Fed. R. Civ.  
23    P. Supp. Rule A, C, E, and G, and the constitutional due process requirements of any abandonment  
24    proceeding or forfeiture proceeding concerning the \$65,381.00 in United States Currency.

25          11. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to waive his  
26    right to a trial on the forfeiture of the \$65,381.00 in United States Currency.

1           12. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to waive (a) all  
2 constitutional, legal, and equitable defenses to, (b) any constitutional or statutory double jeopardy  
3 defense or claim concerning, and (c) any claim or defense under the Eighth Amendment to the United  
4 States Constitution, including, but not limited to, any claim or defense of excessive fines or cruel and  
5 unusual punishments in any of the proceedings concerning the \$65,381.00 in United States Currency.

6           13. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to the entry of  
7 a Judgment of Forfeiture of the \$65,381.00 in United States Currency to the United States.

8           14. ROBERT GORDON LIPSTREU, JR., understands that the forfeiture of the \$65,381.00  
9 in United States Currency shall not be treated as satisfaction of any assessment, restitution, fine, cost  
10 of imprisonment, or any other penalty that may be imposed on ROBERT GORDON LIPSTREU, JR.,  
11 in addition to forfeiture.

12           15. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to the conditions  
13 set forth in this Settlement Agreement, Stipulation for Entry of Judgment of Forfeiture, and Order  
14 (“Settlement Agreement”).

15           16. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees to hold harmless  
16 the United States, the United States Department of Justice, the United States Attorney’s Office for the  
17 District of Nevada, the Drug Enforcement Administration, their agencies, their agents, and their  
18 employees from any claim made by ROBERT GORDON LIPSTREU, JR., or any third party arising  
19 out of the facts and circumstances of this case.

20           17. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily releases and forever  
21 discharges the United States, the United States Department of Justice, the United States Attorney’s  
22 Office for the District of Nevada, the Drug Enforcement Administration, their agencies, their agents,  
23 and their employees from any and all claims, rights, or causes of action of any kind that ROBERT  
24 GORDON LIPSTREU, JR., now has or may hereafter have on account of, or in any way growing out  
25 of, the seizures and the forfeitures of the property in the abandonment, the civil administrative  
26 forfeitures, the civil judicial forfeitures, and the criminal forfeitures.

1           18. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily acknowledges,  
2 understands, and agrees that (a) federal law requires the Department of the United States Treasury and  
3 other disbursing officials to offset federal payments to collect delinquent tax and non-tax debts owed  
4 to the United States and to individual states (including past-due child support); (b) if an offset occurs  
5 to the payment to be made pursuant to this agreement, he will receive a notification from the  
6 Department of the United States Treasury at the last address provided by him to the governmental  
7 agency or entity to whom the offset payment is made; (c) if he believes the payment may be subject  
8 to an offset, he may contact the Treasury Department at 1-800-304-3107; (d) the terms of this  
9 settlement do not affect the tax obligations fines, penalties, or any other monetary obligations he owes  
10 to the United States or an individual state; and (e) the exact sum delivered to Tammy M. Riggs, on  
11 behalf of him, may well be a lesser sum, if the Treasury Offset Program reduces the amount in  
12 satisfaction of a debt obligation.

13           19. After the property is forfeited in the civil case and the United States District Court has  
14 signed the Settlement Agreement concerning the property, within a practicable time thereafter for the  
15 United States, the United States agrees to release to ROBERT GORDON LIPSTREU, JR., one  
16 payment of Thirteen Thousand Seventy-Six dollars and Twenty Cents (\$13,076.20) in United States  
17 Currency, less any debt owed to the United States, any agency of the United States, or any debt in  
18 which the United States is authorized to collect, through Tammy M. Riggs. ROBERT GORDON  
19 LIPSTREU, JR., knowingly and voluntarily agrees to fill out the Department of the United States  
20 Treasury Automated Clearing House ("ACH") form accurately and correctly and submit it to the  
21 United States Attorney's Office so that the payment of the money can be disbursed by electronic fund  
22 transfer. ROBERT GORDON LIPSTREU, JR., knowingly and voluntarily agrees the Thirteen  
23 Thousand Seventy-Six dollars and Twenty Cents (\$13,076.20) in United States Currency may be  
24 offset by any debt owed to the United States, any agency of the United States, or any debt in which  
25 the United States is authorized to collect.

26 ...

1           20. Each party acknowledges and warrants that its execution of the Settlement Agreement  
2 is free and is voluntary.

3           21. The Settlement Agreement contains the entire agreement between the parties.

4           22. Except as expressly stated in the Settlement Agreement, no party, officer, agent,  
5 employee, representative, or attorney has made any statement or representation to any other party,  
6 person, or entity regarding any fact relied upon in entering into the Settlement Agreement, and no  
7 party, officer, agent, employee, representative, or attorney relies on such statement or representation  
8 in executing the Settlement Agreement.

9           23. The persons signing the Settlement Agreement warrant and represent that they have full  
10 authority to execute the Settlement Agreement and to bind the persons and/or entities, on whose behalf  
11 they are signing, to the terms of the Settlement Agreement.

12           24. This Settlement Agreement shall be construed and interpreted according to federal  
13 forfeiture law and federal common law. The jurisdiction and the venue for any dispute related to,  
14 and/or arising from, this Settlement Agreement is the unofficial Southern Division of the United States  
15 District Court for the District of Nevada, located in Las Vegas, Nevada.

16           25. Each party shall bear his or its own attorneys' fees, expenses, costs, and interest.

17           26. This Settlement Agreement shall not be construed more strictly against one party than  
18 against the other merely by virtue of the fact that it may have been prepared primarily by counsel for  
19 one of the parties; it being recognized that both parties have contributed substantially and materially  
20 to the preparation of this Settlement Agreement.

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1 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable  
2 cause for the seizure and forfeiture of the \$65,381.00 in United States Currency.

3 DATED: 4/1/2013

DATED: 5-6-13

4 TAMMY M. RIGGS

DANIEL G. BOGDEN  
United States Attorney

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6   
7 TAMMY M. RIGGS  
Counsel for Robert Gordon Lipstreu, Jr.,

  
MICHAEL A. HUMPHREYS  
Assistant United States Attorney

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9 DATED: 3/20/13

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11   
12 ROBERT GORDON LIPSTREU, JR.,

13 IT IS SO ORDERED:

14 DATED this 8th day of May, 2013.

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19 LARRY R. HICKS  
UNITED STATES DISTRICT JUDGE